

## Proposal Cover Page

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Name of Firm *(Legal name as it will appear on the contract)*

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Mailing Address *(Street address, P.O. Box, City, State, Zip Code)*

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**Person authorized to act as the contact for this firm in matters regarding this proposal:**

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

(   )

(   )

**Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:**

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

(   )

(   )

**(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this bid on behalf of the Board:**

Printed Name *(First, Last)*:

Title:

**Signature of Bidder or Authorized Representative**

**Date:**

## Required Attachment / Certification Checklist

| Qualification Requirements. I certify that my firm meets the following requirements: |  | Confirmed by CRWQCB                                      |
|--|--|--|
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | My firm possesses at least three consecutive years of experience of the various service types listed in Item G of the RFP section entitled, "Qualification Requirements." That experience occurred within the past five years.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | My firm has read and is willing to comply with the terms, conditions and contract exhibits addressed in the RFP section entitled, "Contract Terms and Conditions".   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | <b>(Corporations)</b> My firm is in good standing and qualified to conduct business in California. <b>[Check "N/A" if not a Corporation.]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | <b>(Nonprofit Organizations)</b> My firm is qualified to claim nonprofit status. <b>[Check "N/A" if not a nonprofit organization.]</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | My firm is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | My firm has certified via <b>Attachment 7</b> that its proposal response is not in violation of Public Contract Code Section 10365.5 and has, if applicable, identified previous consultant services contracts that were related in any manner to the services, goods, or supplies being acquired in this procurement. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes<br><input type="checkbox"/> N/A                         | My firm has complied with the DVBE actual participation and/or good faith effort requirements as instructed in the DVBE Instructions / Forms ( <b>Attachment 8</b> ). <b>[Check N/A if your total bid is under \$10,000.]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|  |  |  |
|  |  |  |
|  |  |  |
| Technical Proposal format and content.   |  | Confirmed by CRWQCB                                      |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | My firm complied with the Technical Proposal format requirements and my firm submitted one original Technical Proposal and five (5) copies. My proposal is assembled in the following order:   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Proposal Cover Page (Attachment 1)   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Table of Contents  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Executive Summary section (3 pages or less)  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Agency Capability section  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Work Plan section  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Management Plan section  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Project Personnel section  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A                            | Facilities and Resources section   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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## Required Attachment / Certification Checklist

| Cost section with the following documentation:            |   | Confirmed by CRWQCB                                      |
|---|---|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 12, Cost Proposal form. Form is signed. Corrections, if any, have been initialed. All cost figures have been double-checked for accuracy.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 13, Budget Detail Work Sheet (Year 1).   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 14, Subcontractor Budgets (Year 1). <b>[Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 15, Budget Detail Work Sheet (Year 2).   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 16, Subcontractor Budgets (Year 2). <b>[Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 17, Budget Detail Work Sheet (Year 3).   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 18, Subcontractor Budgets (Year 3). <b>[Check N/A if you were able to identify all subcontractors on your Budget Detail Work Sheet.]</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Required cost justification and documentation.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Appendix section with the following documentation:        |   | Confirmed by CRWQCB                                      |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | <b>(Corporations)</b> Copy of a Certificate of Status issued by California's Office of the Secretary of State or submit a downloaded copy of the firm's <u>active</u> on-line status information from the California Business Portal website. Explain if the required document cannot be attached. <b>[Check "N/A" if not a corporation.]</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | <b>(Nonprofit Organizations)</b> An IRS determination letter proving my firm's eligibility to claim nonprofit and/or tax exempt status. <b>[Check "N/A" if you are not claiming nonprofit status.]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | An organization chart.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Resumes of the Proposer's professional staff (i.e., managers, supervisors, technical experts) who will play a major administrative, policy or consulting role in carrying out the project work.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Resumes for each pre-identified subcontractor or independent consultant, if any, which will serve a major role in performing the services. <b>[Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Letters of agreement, signed by each pre-identified subcontractor and independent consultant or applicable explanation. <b>[Check "N/A" if you will not use subcontractors or consultants or if you have not pre-identified any such entities.]</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|   |   |  |

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## Required Attachment / Certification Checklist

| Form section with the following attachments / forms:      |  | Confirmed by CRWQCB                                      |
|---|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 2, Required Attachment / Certification Checklist  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 3, Client References  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 4, RFP Clause Certification   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 5, CCC 304 - Certification  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 6, Payee Data Record.<br><b>[Check "N/A" if you have had a prior contract with CRWQCB.]</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 7, Follow-on Consultant Contract Disclosure. Disclosure attachment is present when applicable.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Actual DVBE Participation (Attachment 8a) and DVBE certifications for each subcontractor or supplier listed. Complete this form according to the instructions in Attachment 8 if you attained partial or a full 3% DVBE participation. <b>[Indicate "N/A" if you achieved zero participation and chose to complete the good faith effort form or indicate "N/A" if the proposed cost for the entire contract term is <u>under \$10,000.</u>]</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Good Faith Effort (Attachment 8b) and applicable GFE documentation. Complete this form if you did not attain a full 3% DVBE participation. <b>[Check "N/A" if you achieved a full 3% DVBE participation and submitted Attachment 8a or check "N/A" if the proposed cost for the entire contract term is <u>under \$10,000.</u>]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 9, Target Area Contract Preference Act Request. <b>[Check "N/A" if you are not applying for TACPA preference.]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> N/A | Attachment 10, Enterprise Zone Act (EZA) Preference Request. <b>[Check "N/A" if you not applying for EZA preference.]</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Name of Firm:   |  |  |
| Printed Name/Title:                                       |  |  |
| Signature   |  | Date:  |

## Client References

List 3 clients served in the past 5-years for which you provided similar services. List the most recent first.

**REFERENCE 1**

Name of Firm

|                                       |                           |       |          |
|---------------------------------------|---------------------------|-------|----------|
| Street address                        | City                      | State | Zip Code |
| Contact Person                        | Telephone number<br>(   ) |       |          |
| Dates of service                      | Value or cost of service  |       |          |
| Brief description of service provided |                           |       |          |

**REFERENCE 2**

Name of Firm

|                                       |                           |       |          |
|---------------------------------------|---------------------------|-------|----------|
| Street address                        | City                      | State | Zip Code |
| Contact Person                        | Telephone number<br>(   ) |       |          |
| Dates of service                      | Value or cost of service  |       |          |
| Brief description of service provided |                           |       |          |

**REFERENCE 3**

Name of Firm

|                                       |                           |       |          |
|---------------------------------------|---------------------------|-------|----------|
| Street address                        | City                      | State | Zip Code |
| Contact Person                        | Telephone number<br>(   ) |       |          |
| Dates of service                      | Value or cost of service  |       |          |
| Brief description of service provided |                           |       |          |

If three references cannot be provided, explain why:

**RFP Clause Certification**

I, the official named below, Certify Under Penalty of Perjury that I am duly authorized to legally bind the prospective Contractor to the certification clauses located in the RFP section entitled, "Bidding Certification Clauses". This certification is made under the laws of the State of California.

|   |                            |
|---|----------------------------|
| Name of Firm (Printed)                    | Federal ID Number          |
| By ( <b><i>Authorized Signature</i></b> ) |                            |
| Printed Name and Title of Person Signing  |                            |
| Date Executed                             | Executed in the County of: |

**CCC 304 - CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i>    |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)
3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. **UNION ORGANIZING** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

**CCC 304 - CERTIFICATION**

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be taken into account when determining the award of future contracts with the State for legal services.
6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with State of California.
7. SWEATFREE CODE OF CONDUCT:
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph a.
8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contract certifies that it is in compliance with Public Contract Code Section 10295.1 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004 and prior to January 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.1.

**NOTE:** This form represents only the certification portion of the Contractor Certification Clauses (CCC). Additional information about contracting with the state appears in the full text of the applicable CCC. Visit this web site to view the entire document:  
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.



This page is a place holder for the Payee Data Record (STD 204), available at:  
<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

### Follow-on Consultant Contract Disclosure

**Background Information:**

1. PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.
2. PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.
3. Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.
4. PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

**Disclosure [Mark one (1) box]:**

- ☐ I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this RFP that are related in any manner to the services, goods, or supplies being acquired pursuant to this RFP. **[Sign below.]**
- ☐ Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this RFP that may be related in some manner to the services, goods, or supplies being acquired pursuant to this RFP. **[Sign below and attach to this document a detailed disclosure.]**

---

**Name of Firm**


---

**Signature**


---

**Date Signed**


---

**Printed/Typed Name**


---

**Title**

**This page is a place holder for the DVBE Forms / Instructions, which may be obtained at:**  
<http://www.pd.dgs.ca.gov/dvbe/default.htm>

This page is a place holder for the TACPA Request form STD 830, available at:  
<http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>

**This page is a place holder for the EZA Request form STD 831, which is available at:**

<http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>

**Work Plan**

1. Insert here a brief explanation or description of the overall approaches and/or methods you will use to accomplish the Scope of Work.
2. Explain why you chose the particular approaches and methods that are proposed (e.g., proven success or past effectiveness, etc.).
3. If applicable, explain what is unique, creative, or innovative about your proposed approaches and/or methods.
4. If you envision any major complications or delays at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if you do not anticipate any major complications or delays.
5. If, for any reason, your Work Plan does not wholly address each Scope of Work (SOW) requirement, fully explain each omission. Likewise, indicate if your Work Plan contains no omissions.
6. Indicate the assumptions you made in developing the Work Plan in response to CRWQCB, Lahontan Region Scope of Work. For each assumption listed, explain the reasoning or rationale that led you to that assumption. Likewise, indicate if no assumptions were made.
7. If applicable, identify the additional Contractor and/or State responsibilities that you added to your Work Plan that you believe are necessary to ensure successful performance but believe were omitted from the CRWQCB, Lahontan Region Scope of Work. Likewise, indicate if no additional Contractor and/or State responsibilities, outside of those identified in the CRWQCB, Lahontan Region SOW were included in your Work Plan.

Page \_\_\_ of \_\_\_

*[Like or similar versions of this form may be developed for submission with a proposal response. Use as many pages as are necessary to fully detail the Work Plan for the entire contract term.]*

## Work Plan

Year X [Include if distinctly different tasks occur annually]

Goal X: Enter goal description here

| Major Objectives                                     | Major Functions, Tasks, and Activities   | Timeline   | Performance Measure and/or Deliverables   |
|--|--|--|---|
| 1. Develop and test a working XYZ model by 12/31/XX. | 1.1. Analyze X data to determine Y<br><br>1.2. Develop recommendations for the design of a _____. List pros/cons of each, identify preferences and justify chosen design.<br><br>1.3. Develop sample model using ABC design.<br><br>1.4. Make design modifications, required by CRWQCB.<br><br>1.5. Test ____ to confirm proper working action and document positive/negative results. | 01/01/XX - 3/15/XX<br><br>By end of 1 <sup>st</sup> quarter of 200X<br><br>By end of 2 <sup>nd</sup> quarter of 200X<br><br>Week of XX/XX/XX<br><br>11/15/XX - 12/15/XX. | Submit report documenting analytical techniques and findings.<br><br>Submit list of recommendations by 3/31/0X.<br><br>Submit initial model to CRWQCB, Lahontan Region for review and approval no later than 6/30/0X.<br><br>Re-submit adjusted model for approval no later than _____.<br><br>Complete tests and submit written results by 12/31/XX. |
| 2. Enter objective here.                             | 2.1<br><br>2.2   |  |   |
| 3. Enter objective here.                             | 3.1<br><br>3.2   |  |   |
| 4. Enter objective here.                             | 4.1<br><br>4.2   |  |   |

[Separate Work Plan forms for each budget period are not needed when the same activities and functions re-occur each year. The timeline column can be used to delineate tasks or functions that differ for a given budget period.]

[Like or similar versions of this form may be developed for submission with a proposal response. The above sample is intended to illustrate the type of information that is required. Use as many pages as are necessary to fully detail the Work Plan for the entire contract term.]

### Cost Proposal form

The undersigned proposer hereby agrees to furnish all labor, transportation, equipment, materials and support services necessary for performance of the Scope of Work for the sums indicated below:

|                    |           |  |                       |
|--------------------|-----------|--|-----------------------|
| Year 1             | \$        |  | (XX/XX/XX – XX/XX/XX) |
| Year 2             | \$        |  | (XX/XX/XX – XX/XX/XX) |
| Year 3             | \$        |  | (XX/XX/XX – XX/XX/XX) |
| <b>Grand Total</b> | <b>\$</b> |  |                       |

Is the proposer claiming preference as a certified California small business or microbusiness? ☐ Yes ☐ No

Is the proposer claiming TACPA preference? ☐ Yes ☐ No

Is the proposer claiming EZA preference? ☐ Yes ☐ No

The undersigned proposer hereby affirms that the statements/claims made in the Technical/Cost Proposal are true and accurate to the best of the proposer's knowledge. By signing this Cost Proposal, the proposer hereby claims his/her willingness to certify to and comply with all requirements contained in this RFP and all RFP attachments/forms. The undersigned recognizes that its Technical and Cost Proposal shall become public records upon submission and will be open to public inspection.

The Proposer agrees that the price(s)/rate(s)/cost(s) presented in its cost proposal and Budget Detail Work Sheet(s) shall remain in effect until CRWQCB, Lahontan Region awards the resulting agreement and throughout the duration of the agreement. Any cost over runs or increases in services, if allowed, shall, unless otherwise negotiated and approved by CRWQCB, Lahontan Region, be billed at the price(s)/rate(s) stated in the Budget Detail Work Sheet for the appropriate budget period. Contract extensions, if any, shall, unless otherwise negotiated and approved by CRWQCB, Lahontan Region, be billed at the price(s)/rate(s) stated in the Budget Detail Work Sheet for the last budget period/year if more than one budget period/year is shown.

Name of Firm:

Street address

|  |           |
|--|-----------|
|  | Zip Code: |
|--|-----------|

Telephone number:

Facsimile number:

|  |        |
|--|--------|
|  | Title: |
|--|--------|

|                   |       |
|-------------------|-------|
| <b>Signature:</b> | Date: |
|-------------------|-------|



**Budget Detail Work Sheet**  
**(Year 1)**  
**(July 1, 200X – June 30, 200X)**

**Personnel**

| <u>Position Title and No of each</u> | <u>Salary Rate/Range</u> | <u>FTE %</u> | <u>Annual Cost</u> |          |
|--------------------------------------|--------------------------|--------------|--------------------|----------|
|                                      | \$ _____                 |              | \$ _____           |          |
|                                      | \$ _____                 |              | \$ _____           |          |
|                                      | \$ _____                 |              | \$ _____           |          |
| <b>Total Personnel</b>               |                          |              |                    | \$ _____ |

**Fringe Benefits** (\_\_\_ % of applicable Personnel)

\$ \_\_\_\_\_

**Operating Expenses**

| <u>Expense Description</u> | <u>Cost</u> |          |
|----------------------------|-------------|----------|
|                            | \$ _____    |          |
|                            | \$ _____    |          |
|                            | \$ _____    |          |
| <b>Total Operating</b>     |             | \$ _____ |

**Equipment**

| <u>Equipment Description</u> | <u># of Units</u> | <u>Unit Cost</u> | <u>Total Cost</u> |          |
|------------------------------|-------------------|------------------|-------------------|----------|
|                              |                   | \$ _____         | \$ _____          |          |
|                              |                   | \$ _____         | \$ _____          |          |
|                              |                   | \$ _____         | \$ _____          |          |
| <b>Total Equipment</b>       |                   |                  |                   | \$ _____ |

**Travel**

\$ \_\_\_\_\_

**Subcontracts**

Name of Subcontractor:

| <u>Personnel</u> | <u>Gen. Exp.</u> | <u>Travel</u> | <u>Subcontracts</u> | <u>Indirect Costs</u> | <u>Total Cost</u> |
|------------------|------------------|---------------|---------------------|-----------------------|-------------------|
| \$ _____         | \$ _____         | \$ _____      | \$ _____            | \$ _____              | \$ _____          |

Name of Subcontractor:

| <u>Personnel</u> | <u>Gen. Exp.</u> | <u>Travel</u> | <u>Subcontracts</u> | <u>Indirect Costs</u> | <u>Total Cost</u> |
|------------------|------------------|---------------|---------------------|-----------------------|-------------------|
| \$ _____         | \$ _____         | \$ _____      | \$ _____            | \$ _____              | \$ _____          |

Name of Subcontracted Project (If Subcontractor is unknown):

\$ \_\_\_\_\_

**Total Subcontracts** \$ \_\_\_\_\_

**Other Costs**

| <u>Item Description</u>  | <u>Cost</u> |          |
|--------------------------|-------------|----------|
|                          | \$ _____    |          |
|                          | \$ _____    |          |
| <b>Total Other Costs</b> |             | \$ _____ |

**Indirect Costs** (\_\_\_%\*\* of Personnel excluding benefits)

\$ \_\_\_\_\_

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Total Costs** \$ \_\_\_\_\_

Copy this format or use a similar one and use as many sheets as are necessary.

**Subcontractor Budgets**

(Year 1)

(July 1, 200X – June 30, 200X)

[Use of this form is optional for capturing subcontractor budget data for Year 1 when there is insufficient space to capture these facts on the Prime's Budget Detail Work Sheet (i.e., there are more than 2 subcontractors).]

**Name of Subcontractor #1:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #2:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #3:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #4:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #5:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL**

Copy this format or use a similar one and use as many sheets as are necessary.

**Budget Detail Work Sheet**  
 (Year 2)  
 (July 1, 200X – June 30, 200X)

**Personnel**

| <u>Position Title and No of each</u> | <u>Salary Rate/Range</u> | <u>FTE %</u> | <u>Annual Cost</u> |    |
|--------------------------------------|--------------------------|--------------|--------------------|----|
|                                      | \$                       |              | \$                 |    |
|                                      | \$                       |              | \$                 |    |
|                                      | \$                       |              | \$                 |    |
| <b>Total Personnel</b>               |                          |              |                    | \$ |

**Fringe Benefits** (\_\_\_ % of applicable Personnel) \$

**Operating Expenses**

| <u>Expense Description</u> | <u>Cost</u> |    |
|----------------------------|-------------|----|
|                            | \$          |    |
|                            | \$          |    |
|                            | \$          |    |
| <b>Total Operating</b>     |             | \$ |

**Equipment**

| <u>Equipment Description</u> | <u># of Units</u> | <u>Unit Cost</u> | <u>Total Cost</u> |    |
|------------------------------|-------------------|------------------|-------------------|----|
|                              |                   | \$               | \$                |    |
|                              |                   | \$               | \$                |    |
|                              |                   | \$               | \$                |    |
| <b>Total Equipment</b>       |                   |                  |                   | \$ |

**Travel** \$

**Subcontracts**Name of Subcontractor:

| <u>Personnel</u> | <u>Gen. Exp.</u> | <u>Travel</u> | <u>Subcontracts</u> | <u>Indirect Costs</u> | <u>Total Cost</u> |
|------------------|------------------|---------------|---------------------|-----------------------|-------------------|
| \$               | \$               | \$            | \$                  | \$                    | \$                |

Name of Subcontractor:

| <u>Personnel</u> | <u>Gen. Exp.</u> | <u>Travel</u> | <u>Subcontracts</u> | <u>Indirect Costs</u> | <u>Total Cost</u> |
|------------------|------------------|---------------|---------------------|-----------------------|-------------------|
| \$               | \$               | \$            | \$                  | \$                    | \$                |

Name of Subcontracted Project (If Subcontractor is unknown):

\$

**Total Subcontracts** \$

**Other Costs**

| <u>Item Description</u>  | <u>Cost</u> |    |
|--------------------------|-------------|----|
|                          | \$          |    |
|                          | \$          |    |
| <b>Total Other Costs</b> |             | \$ |

**Indirect Costs** (\_\_\_%\*\* of Personnel excluding benefits) \$

\*\*Cannot exceed \_\_%. [Delete if not applicable] **Total Costs** \$

Copy this format or use a similar one and use as many sheets as are necessary.

**Subcontractor Budgets**

(Year 2)

(July 1, 200X – June 30, 200X)

[Use of this form is optional for capturing subcontractor budget data for Year 2 when there is insufficient space to capture these facts on the Prime's Budget Detail Work Sheet (i.e., there are more than 2 subcontractors).]

**Name of Subcontractor #1:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #2:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #3:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #4:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL****Name of Subcontractor #5:****Expense Category**

Personnel

General Expense

Travel

Subcontracts

Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_\_%. [Delete if not applicable]

**Totals**

\$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....  
 \$ .....

**TOTAL**

Copy this format or use a similar one and use as many sheets as are necessary.

**Budget Detail Work Sheet**  
 (Year 3)  
 (July 1, 200X – June 30, 200X)

**Personnel**

| <u>Position Title and No of each</u> | <u>Salary Rate/Range</u> | <u>FTE %</u> | <u>Annual Cost</u> |    |
|--------------------------------------|--------------------------|--------------|--------------------|----|
|                                      | \$                       |              | \$                 |    |
|                                      | \$                       |              | \$                 |    |
|                                      | \$                       |              | \$                 |    |
| <b>Total Personnel</b>               |                          |              |                    | \$ |

**Fringe Benefits** (\_\_\_ % of applicable Personnel)

\$

**Operating Expenses**

| <u>Expense Description</u> | <u>Cost</u> |    |
|----------------------------|-------------|----|
|                            | \$          |    |
|                            | \$          |    |
|                            | \$          |    |
| <b>Total Operating</b>     |             | \$ |

**Equipment**

| <u>Equipment Description</u> | <u># of Units</u> | <u>Unit Cost</u> | <u>Total Cost</u> |    |
|------------------------------|-------------------|------------------|-------------------|----|
|                              |                   | \$               | \$                |    |
|                              |                   | \$               | \$                |    |
|                              |                   | \$               | \$                |    |
| <b>Total Equipment</b>       |                   |                  |                   | \$ |

**Travel**

\$

**Subcontracts**

Name of Subcontractor:

| <u>Personnel</u> | <u>Gen. Exp.</u> | <u>Travel</u> | <u>Subcontracts</u> | <u>Indirect Costs</u> | <u>Total Cost</u> |
|------------------|------------------|---------------|---------------------|-----------------------|-------------------|
| \$               | \$               | \$            | \$                  | \$                    | \$                |

Name of Subcontractor:

| <u>Personnel</u> | <u>Gen. Exp.</u> | <u>Travel</u> | <u>Subcontracts</u> | <u>Indirect Costs</u> | <u>Total Cost</u> |
|------------------|------------------|---------------|---------------------|-----------------------|-------------------|
| \$               | \$               | \$            | \$                  | \$                    | \$                |

Name of Subcontracted Project (If Subcontractor is unknown):

\$

**Total Subcontracts** \$

**Other Costs**

| <u>Item Description</u>  | <u>Cost</u> |    |
|--------------------------|-------------|----|
|                          | \$          |    |
|                          | \$          |    |
| <b>Total Other Costs</b> |             | \$ |

**Indirect Costs** (\_\_\_%\*\* of Personnel excluding benefits)

\$

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Total Costs** \$

Copy this format or use a similar one and use as many sheets as are necessary.

**Subcontractor Budgets**  
(Year 3)  
(July 1, 200X – June 30, 200X)

[Use of this form is optional for capturing subcontractor budget data for Year 3 when there is insufficient space to capture these facts on the Prime's Budget Detail Work Sheet (i.e., there are more than 2 subcontractors).]

**Name of Subcontractor #1:****Expense Category**

Personnel  
General Expense  
Travel  
Subcontracts  
Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Totals**

\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....

**Name of Subcontractor #2:****Expense Category**

Personnel  
General Expense  
Travel  
Subcontracts  
Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Totals**

\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....

**TOTAL****Name of Subcontractor #3:****Expense Category**

Personnel  
General Expense  
Travel  
Subcontracts  
Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Totals**

\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....

**TOTAL****Name of Subcontractor #4:****Expense Category**

Personnel  
General Expense  
Travel  
Subcontracts  
Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Totals**

\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....

**TOTAL****Name of Subcontractor #5:****Expense Category**

Personnel  
General Expense  
Travel  
Subcontracts  
Indirect Costs (\_\_\_%\*\* of Personnel excluding benefits)

\*\*Cannot exceed \_\_%. [Delete if not applicable]

**Totals**

\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....  
\$ .....

**TOTAL**

Copy this format or use a similar one and use as many sheets as are necessary.

This is a place holder for the Standard Agreement STD 213, available at:  
<http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>

### Scope of Work

1. Contractor agrees to provide to the State Water Resources Control Board (SWRCB) the services described herein.
2. The services shall be performed at South Lake Tahoe, CA.
3. The services shall be provided during February 15, 2006 – March 15, 2008.
4. The project representatives during the term of this agreement will be:

| State Water Resources Control Board | Contractor                                  |
|-------------------------------------|---|
| Name of SWRCB Contract Manager:     | Name of Contractor's Contract Manager [TBD] |
| Telephone: (XXX) XXX-XXXX           | Telephone: [To be determined]               |
| Fax: (XXX) XXX-XXXX                 | Fax: [To be determined]                     |

Direct all inquiries to

| State Water Resources Control Board  | Contractor                                |
|--------------------------------------|---|
| Attention: enter name, if applicable | Section or Unit Name, if applicable [TBD] |
| Mail Station Code                    | Attention: [To be determined]             |
| Section or Unit Name:                | Street address [To be determined]         |
| Street address, suite/room number    | P.O. Box Number [To be determined]        |
| P.O. Box Number                      | City, State Zip Code [To be determined]   |
| City, State, Zip Code                |   |
| Telephone: (XXX) XXX-XXXX            | Telephone: [To be determined]             |
| Fax: (XXX) XXX-XXXX                  | Fax: [To be determined]                   |

Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

### 5. Services to be Performed

Project 1. Development of an Integrated Water Quality Management Strategy:

Detailed Project Tasks:

- 1.1 Finalize Development Process for IWQMS – The selected contractor(s) shall work with the Source Category Integration Committee (SCIC) to develop a final process to complete the IWQMS in consultation with the Pathway 2007 process.
  - 1.1.1 Identify “Side Boards” for Source Category Group (SCG) Work Effort – Working with the Pathway 2007 process, selected contractor shall develop a list of legal, agency, and stakeholder constraints that could affect the completion of the IWQMS.  
Due Date: March 1, 2006
  - 1.1.2 Develop Process for IWQMS Completion – Selected contractor shall formalize the process for completion of the IWQMS.  
Due Date: March 8, 2006
    - 1.1.2.1 Provide Written Documentation of Process – Contractor shall prepare document(s) necessary to explain to participants and the public how the IWQMS shall be developed.



- 1.1.2.2 Provide Presentations – Contractor shall develop and provide presentations within a workshop format to selected groups and participants explaining the IWQMS development process.
  - 1.1.3 Develop SCG and SCIC Work Tasks and Products – Based upon evaluation of side boards, agency input, and process development, contractor shall develop a set of tasks and work products expected to be completed by each SCG and the SCIC.  
Due Date: March 15, 2006
  - 1.1.4 Participate in the Pathway 2007 planning process to seek acceptance of the IWQMS process.  
Due Date: April 19, 2006
- 1.2 Source Category Group Formation – A broad range of pollution control technical experts, practitioners, and other identified participants will need to be identified to develop MFLRs for each source category. It is anticipated that initial formation of the SCGs will need to occur sometime prior to contractor(s) selection in order to integrate with Pathway 2007 processes. In some cases it is possible that existing working groups could be used to fulfill the functions of the SCGs until the structure and contractor support of SCGs is determined.
  - 1.2.1 Develop SCG Format – Contractor shall consider existing Pathway 2007 and other working groups to determine the most appropriate format for SCG organization.  
Due Date: March 15, 2006
  - 1.2.2 Identify and Recruit Group Participants – Once the format for SCGs is determined, contractor will develop a list of potential participants for each SCG and the SCIC. Contract funds shall be made available to provide compensation to expert participants in each group.  
Due Date: March 29, 2006
- 1.3 SCG and SCIC Meeting Organization and Support – Contractor shall provide logistical support for SCG and SCIC meetings to assure consistency between groups.  
Due Dates: March 15, 2006 – October 17, 2007
  - 1.3.1 Agenda Preparation and Meeting Logistics – Contractor shall arrange meeting facilities and send out meeting agendas to SCGs and the SCIC.
  - 1.3.2 Meeting Notes – Contractor shall be responsible for taking and organizing meeting notes for each of the SCG and SCIC meetings.
  - 1.3.3 Meeting Facilitation – Contractor shall provide facilitation to SCGs and the SCIC for meetings where decisions need to be made and/or when contentious issues are impeding group progress.
  - 1.3.4 Progress Memos - Contractor shall prepare a quarterly progress report for each SCG and the SCIC that discusses progress made, issues encountered, and scheduling.
- 1.4 Group Administration – Contractor(s) shall identify and provide a group administrator who will act as a group chairperson and direct the efforts of their respective SCG and the SCIC.
  - 1.4.1 Develop Process for Selecting Group Administrator – Contractor shall work with the SCIC to develop method for selecting SCG and SCIC administrator.  
Due Date: April 12, 2006
  - 1.4.2 Develop Task List for Group Administrators – Contractor shall develop a work plan including specific tasks and expectations for group administrators.  
Due Date: April 19, 2006
  - 1.4.3 Contractor shall present group administrator work plans to the SCIC for review and approval and shall modify as necessary and finalize work plans.  
Due Date April 26, 2006
- 1.5 SCG and SCIC Research Assistants – It is anticipated that each SCG and the SCIC will need to explore and evaluate a large amount of information during the development of IWQMS. To assist in the timely collection and summarization of needed materials, each SCG and the SCIC will have research assistance provided for this function.  
Due Dates: March 15, 2006 – October 17, 2007

- 1.5.1 Attend SCG and SCIC Meetings – Research assistants will need to attend each of their assigned SCG and/or SCIC meetings to provide information summaries, answer participant questions and list additional information needs of the group.
- 1.5.2 Provide Note Taking – Research assistants will be required to take meeting notes.
- 1.5.3 Collect and Summarize Information – Research assistants will be responsible for gathering and summarizing information needed by each SCG and the SCIC. In order to develop and evaluate IWQMS per Task 1.7 below, it will be necessary to use output from the Watershed and Lake Clarity Models. Watershed Modeling in support of this task shall be conducted under a separate project and contract. Research assistants shall be responsible for communicating with the contractor(s) in order to provide information/model inputs in an appropriate format to conduct Watershed and Lake Clarity Modeling.
- 1.5.4 Reference List – All information gathered and used by the SCGs and the SCIC will be collected and a bibliographic reference provided.

#### Task 1.1-1.5 Products:

Initial, Draft and Final Reports summarizing work completed in Tasks 1.1-1.5. The Initial Report will summarize the IWQMS development process and SCG and SCIC formation, planning and administration as of April 26, 2006. The Draft and Final Report shall incorporate changes, if any, to the IWQMS process and work groups, additional meeting notes and references, progress reports, and outreach materials developed since completion of the first report. Completed tasks to be summarized shall include:

- Finalized development process for IWQMS with accompanying outreach material
- Source Category Group task list
- Final SCG format that recognizes agency and Pathway 2007 resource limitations and TMDL needs
- Contracted SCG Administrators and associated task list
- Bibliographic reference of information used by SCG
- Meeting agendas and notes
- Quarterly progress report provided to Regional Board Representative
- Pathway 2007 coordination process and outreach materials

Initial Report Due Date: July 19, 2006

Draft Report Due Date: September 27, 2006

Final Report Due Date: November 15, 2006

- 1.6 Development of Load Reduction Matrix and MFLR Estimates – Research necessary to complete MFLR estimates for all identified control opportunities for each source category will be summarized in a Load Reduction Matrix (or matrices, although the singular “matrix” will be used hereafter for convenience) which will constitute an on-going component of IWQMS development and which will be included in the TMDL Implementation Tool Box and the Environmental Management System. The proposal should describe a project to create a load reduction matrix or spreadsheet models to be used as a decision tool, and use of the matrix to determine the total load reductions achievable within Lake Tahoe Basin. Opportunities to implement each load reduction measure or approach will be identified within the matrix. Information on each pollution control measure, combined with the information on opportunities available to implement it, will be used to produce a report that details the total load reduction potential for each pollutant.

The term “BMP” is used below in lieu of the more cumbersome “load reduction measure or approach.” For example, stormwater BMPs are often narrowly defined as a specific structure to treat urban runoff rather than more broadly viewed, as is intended here, as a comprehensive approach to project planning on a watershed scale to emphasize flow distribution and infiltration rather than conveyance and treatment. “BMP,” as used hereafter, is intended to encompass not only structural and non-structural storm water runoff control measures, but also technologies, programs, policies and approaches to addressing other major pollutant source categories in Lake Tahoe Basin, including stream channel erosion, air deposition, and ground water.

- 1.6.1 Develop a list of BMPs to be evaluated – A list of BMPs (including technologies, programs, policies and approaches) to be evaluated will be developed by each SCG. This list will form the foundation for subsequent analysis.
  - 1.6.1.1 Develop a list of BMPs for potential evaluation in this task. Examples include but are not limited to: infiltration basins, wetland treatment, flow reductions, stream channel stabilization/SEZ restoration, fertilizer management, dust controls, BMP maintenance, building restrictions, highway and transportation management.
  - 1.6.1.2 Develop initial selection criteria for BMPs to be evaluated.
  - 1.6.1.3 Select initial list of BMPs to be evaluated based upon developed criteria.  
Due Date: June 14, 2006
  - 1.6.1.4 Conduct tasks 1.6.1.1 and 1.6.1.2 above again based upon new information, e.g. input from Pathway 2007.  
Due Date: September 20, 2006
- 1.6.2 Develop structure of load reduction matrix (LRM). Create the format for a load reduction matrix to include relevant information (e.g. load reduction effectiveness; effluent concentration; cost; availability of monitoring data; constraints to BMP; degree of risk/uncertainty, etc). This is intended to serve as a 'reference manual' and to provide agencies and implementers with the most up-to-date information on a wide variety of BMPs, including new and innovative technologies, programs, policies and approaches.  
Due Date: June 14, 2006
  - 1.6.2.1 Develop format for matrix within the framework of the web-based Tahoe Integrated Information Management System (TIIMS).
- 1.6.3 Populate Load Reduction Matrix with existing data and new information as they become available. Initial BMP effectiveness estimates will be updated as new monitoring data become available, and will eventually be used both to estimate load reductions that may be achieved by future efforts and to credit past efforts.  
Due Date: May 16, 2007
  - 1.6.3.1 Collect information available on performance of each BMP, especially in cold weather environments – defined as more than 180 days of temperatures below 32 degrees Fahrenheit.
  - 1.6.3.2 Populate matrix using currently available data, data obtained from this and other ongoing studies, and identify knowledge gaps not currently being addressed.
- 1.6.4 Identify opportunities to implement listed BMPs on a basin-wide scale –Perform a basin-wide evaluation of potential for implementation of each BMP considered. This will involve the evaluation of BMP implementation factors such as siting limitations, performance requirements, effectiveness, cost, maintenance needs, sizing requirements, public acceptability, uncertainty concerning measurability and effectiveness, agency/legal constraints, non-water-quality environmental impacts, and other factors identified by the SCG.  
Due Date: May 16, 2007
  - 1.6.4.1 Identify locations where listed BMPs/load reduction projects may potentially be situated, using available GIS layers of existing projects in concert with field observations.
  - 1.6.4.2 If feasible, and based on available contract funds, develop linkage between Watershed Model and load reduction matrix – Determine how to integrate Load Reduction Matrix information into the Watershed Model in such a way as to estimate basin-wide load reductions from BMPs and other load reduction measures listed in the LRM. If feasible and if funding permits, complete linkage and develop preliminary basin-wide load reduction estimate. If linkage requires additional model development, describe the tasks necessary to accomplish this linkage.
- 1.6.5 Compile and Develop Estimates of BMP Effectiveness and a Methodology to Estimate Basin-wide Pollutant Load Reductions – Based upon the load reduction estimation methodologies being developed by the US Army Corps of Engineers, compile, and as necessary, develop

estimates of load reductions achievable from identified BMPs and develop a methodology to determine basin-wide load reductions.

Due Date: May 16, 2007

- 1.6.5.1 Review BMP Information Developed by the TMDL Program – The TMDL Program has collected a large body of information regarding BMPs. The selected contractor will need to review this information and identify information gaps for BMPs identified for review as part of the first three tasks of the overall project.
- 1.6.5.2 Review Other Sources of Information – If other sources of information are available regarding BMP design, implementation, and effectiveness, these shall be reviewed and appropriate effectiveness information brought into the process. This includes the identification of BMPs that do not have adequate effectiveness information for evaluation at time of task completion.
- 1.6.5.3 Develop Standardized Effectiveness Numbers – Develop a method to identify a standard effectiveness for identified BMPs.
- 1.6.5.4 Develop Load Reduction Estimates – Estimate the load reductions achievable from project scale implementation of identified BMPs.
- 1.6.5.5 Develop Methodology to Estimate Basin-wide Pollutant Load Reductions – Using information developed above, and other information as needed, develop methodologies to estimate pollutant load reductions. Using these methodologies, where appropriate, and developing others where needed, estimate the basin-wide load reductions achievable, for each opportunity.

Due Dates: Develop initial methodology by June 14, 2006 and final methodology by May 16, 2007

- 1.6.5.5.1 Review Load Reduction Methodologies Developed by USACE – The USACE is currently working with contractors to develop a methodology for estimating pollutant load reductions achieved by urban stormwater BMP projects. It is anticipated that this work will provide a method for estimating load reduction resulting from implementation of BMPs at different scales. Contractor shall review this work and apply it as needed to complete this task.
- 1.6.5.5.2 Identify Issues Associated with Application of above Methods – Contractor shall note issues and difficulties associated with application of the methods developed to date and shall provide recommended solutions or methods to resolve such issues.
- 1.6.5.5.3 Work with SCGs - Contractor shall, work with SCGs to collect input and concerns associated with effectiveness estimations.
- 1.6.5.5.4 Identify Other Methods – Based upon SCG input and contractor identification of issues, as appropriate, contractor shall identify additional methods for load reduction estimation, as necessary. Identify issues/difficulties associated with these methods, and recommend solutions.

- 1.6.6 Estimate Basin-wide Pollutant Load Reductions – Contractor shall use methods and/or approaches identified in Task 1.6.4 to estimate reductions in pollutant loading resulting from basin-wide implementation of identified BMPs (the Maximum Feasible Load Reduction for each source category).

Due Date: May 16, 2007

#### Task 1.6 Products:

Initial, Draft and Final Reports on Load Reduction Matrix describing development of spreadsheet models for N, P, and fine sediments including load reductions for the pollution control measures evaluated, summarizing the analysis of load reduction project locations and opportunities throughout Lake Tahoe Basin, and summarizing the calculation of basin-wide load reduction potential.

Components of the initial report shall include:

- Initial structure of LRM
- Initial methodology to estimate basin-wide pollutant load reductions

Components of the draft and final report shall include:

- Final LRM populated with existing, relevant data for a wide variety of BMPs
- Additional BMPs selected for evaluation based on stakeholder input
- Identified opportunities to implement BMPs. Locations for potential BMP implementation will be represented by a GIS map.
- Estimates of load reductions achievable from identified BMPs.
- Final methodology to estimate the basin-wide load reductions achievable, for each identified BMP.
- Estimate of reductions in pollutant loading resulting from basin-wide implementation of identified BMPs.
- Maximum feasible load reduction for each source group

Draft Initial Report Due Date: June 21, 2006

Final Initial Report Due Date: July 19, 2006

Draft Report Due Date: June 20, 2007

Final Report Due Date: August 29, 2007

- 1.7 Source Category Integration Committee (SCG oversight group) – Contractor management and oversight of SCG work shall be provided by the Source Category Integration Committee (SCIC). This group will also be responsible for development of alternative IWQMS based upon the evaluation of MFLRs performed by each SCG. Contractor shall provide technical and administrative support to SCIC as identified in tasks 1.1-1.5 above, as well as in support of the following functions of SCIC:
- Project Management and Direction – The committee will be responsible for performing project management functions.
  - SCG Assistance and Direction – The committee will provide direction to SCG and assist SCG as needed.
  - Review SCG Work Products – The committee will review work products completed by each SCG. It is anticipated that evaluation of the MFLRs will be an iterative process. The committee will provide guidance to this process and assist each SCG to complete the MFLR evaluation.
  - Develop IWQMS Alternatives – The committee will develop alternative IWQMS, if possible, based upon the evaluation of MFLR for each SCG.

Due Date: June 27, 2007

- 1.8 Pathway Integration – The work completed during the development of the IWQMS is intended to fully complement the planning needs of Pathway 2007.

Due Date: July 25, 2007

- 1.8.1 Coordination with Existing and Ongoing Pathway 2007 Processes – Develop a process to integrate and coordinate with Pathway 2007.
- 1.8.2 Meeting Attendance – Contractor(s) will attend monthly Pathway 2007 meetings as needed.
- 1.8.3 Present Alternatives – Present progress toward developing the IWQMS to Pathway 2007 at two Pathway 2007 Forum meetings in 2006 and IWQMS alternatives and/or progress toward developing them at two Pathway 2007 Forum meetings in 2007.
- 1.8.4 Meeting notes – Contractor will be responsible for taking meeting notes, organizing them and submitting them to Pathway 2007 Steering Team once they are completed. Such meeting notes should describe activities undertaken, decision points, any decision that was made and issues encountered at the meetings.
- 1.8.5 Progress Memos – Contractor shall prepare progress reports on a quarterly or more frequent basis, as requested, that discuss progress made, issues encountered that could affect the desired outcome or timing of the process, and recommendations of possible actions that could or should be taken to resolve the issue(s).

Task 1.7-1.8 Products:

Draft and Final Report summarizing work completed in Tasks 1.7-1.8. Completed products to be summarized shall include:

- Alternative water quality management strategies
- Preferred water quality management strategy

- Meeting agendas and notes
- Pathway 2007 coordination process and outreach materials

Draft Report Due Date: August 29, 2007

Final Report Due Date: November 14, 2007

- 1.9 Load Allocations – Assuming that a preferred IWQMS is agreed upon by Pathway 2007, the IWQMS shall be re-formulated into load allocations for inclusion in the Final TMDL.
  - 1.9.1 Hold kick-off meeting with Pathway 2007 Steering Team and TMDL Planning Team members to identify and discuss participant's visions, goals, objectives, conceptualized processes and anticipated outcomes of the load allocations process.  
Due Date: July 25, 2007
  - 1.9.2 Recommend a process that will result in the development of load allocations to be incorporated into associated Pathway 2007 documents and/or the Final TMDL, as appropriate. The process should include a timeline identifying major milestones and decision points. Selection of the load allocations will be made in close consultation with the Pathway 2007 Steering Team and Forum.  
Due Date: August 8, 2007
  - 1.9.3 Develop initial numeric load allocations.  
Due Date: September 12, 2007
  - 1.9.4 Using information from task 1.9.3 and the agreed upon process (task 1.9.2), work within Pathway 2007 to develop load allocations for inclusion in the Lake Tahoe TMDL.  
Due Date: October 17, 2007
    - 1.9.4.1 Written Documentation – Contractor shall prepare draft(s) and final documents explaining recommended decision-making process for determining load allocations.
    - 1.9.4.2 Presentation(s) – Contractor shall present recommended process and resulting load allocations to TMDL Planning Team and Pathway 2007 Steering Team.

#### Task 1.9 Products:

Draft and Final Report summarizing work completed in Task 1.9 Completed products to be summarized shall include:

- Meeting notes
- Progress memos
- Technical memo regarding the agreed-to process for determination of load allocation.
- Technical memo presenting an initial set of numeric load allocations for each of the conceptual scenarios/allocation methods identified by the Load Allocations Options Analysis.
- Technical memo that presents the final, agreed upon, load allocations for inclusion in the Lake Tahoe TMDL.
- Administrative record to support the development of the final load allocations.

Draft Report Due Date: October 31, 2007

Final Report Due Date: December 19, 2007

- 1.10 Load Reduction Tracking System – As part of TMDL implementation, it will be necessary to track load reductions resulting from projects and programs over time. These pollutant reductions will be used to provide credit towards meeting load allocations. This task will develop a system to track load reductions and associated credits over time. The system will be developed to be compatible with existing agency processes, the Environmental Management System, and web-based accessibility.  
Due Date: September 12, 2007
  - 1.10.1 Identify Tracking System Needs and Functions – Working with the Pathway 2007 Steering Team and other agencies, identify the needs and functions necessary to track pollutant load reductions over time.
  - 1.10.2 Review Existing In-Basin Tracking Systems & Programs - Based upon the results of Task 1.10.1, review existing project permitting processes currently implemented in the Tahoe Basin and identify opportunities to modify and/or adapt current processes to address pollutant load reduction tracking needs.

- 1.10.3 Identify Systems and/or Functions – Based upon the results of Tasks 1.10.1 and 1.10.2, identify systems and/or functions capable of addressing system needs and capable of working within existing programs.
- 1.10.4 Develop Tracking System – Based upon integration and needs of programs and tasks identified above, develop pollutant load reduction tracking system that is compatible with existing systems, modified programs, existing system integration, and results of Pathway integration.
- 1.10.5 Implement Tracking System for Sample of Existing Projects – Apply developed tracking system on a pilot/trial basis to representative sample of at least five projects included in Water Quality Improvement Project Inventory. Application shall track load reductions achieved to date by projects.

Task 1.10 Project Products:

Draft and Final Report summarizing work completed in Task 1.10, including:

- Identification of tracking system needs and functions
- Identification of systems that will provide for identified needs
- Functioning tracking system
- Results of trial/pilot application of tracking system to a minimum of five developed BMP projects in BMP Inventory to estimate pollutant reductions achieved to date.

Draft Report Due Date: September 26, 2007

Draft Report Due Date: November 28, 2007

Project 2. Water Quality Trading Feasibility Study and System Design Options for Lake Tahoe Basin:

Detailed Project Tasks:

The proposal should describe how the following tasks would be implemented, in full consultation with a Project Advisory Committee (PAC).

- 2.1 Establish and convene a Project Advisory Committee (PAC), in close coordination with the Regional Board Project Representative, and inform PAC of project steps, plan, and role of PAC.  
Due Date: December 13, 2006
- 2.2 Perform a national and international survey of current WQT systems and determine their applicability to Lake Tahoe Basin conditions. Particular attention will be paid to other trading projects and efforts described in "Trading Projects and Links to Other Information," see:  
<http://www.epa.gov/owow/watershed/trading/tradelinks.html>.  
Due Date: January 17, 2007
- 2.3 Assess the environmental, technical, economic, regulatory and legal feasibility, and the likely public acceptability, of WQT to meet desired loading requirements of the Lake Tahoe TMDL. This assessment shall address the factors influencing WQT viability described in EPA's "Water Quality Trading Assessment Handbook," EPA 841-B-04-001, November 2004, see:  
<http://www.epa.gov/owow/watershed/trading/handbook/>, including pollutant suitability, financial attractiveness, market infrastructure, and stakeholder readiness. Provide at least three market design options, with recommendations for how to structure and implement a WQT system for the Lake Tahoe Basin.
  - 2.3.1 Conduct an initial screening level WQT assessment, to determine whether threshold conditions with respect to the above-listed factors for trading in Lake Tahoe Basin exist. Screening level assessment shall be submitted to PAC for review prior to proceeding with subsequent tasks.  
Due Date: February 7, 2007
  - 2.3.2 With consideration for PAC comments and recommendations, conduct full WQT feasibility assessment. Develop at least three market design options and describe how each addresses the following functions of WQT approaches:
    - Assuring compliance with all applicable regulatory and legal requirements;

- Defining and executing the trading process;
- Defining marketable reductions;
- Ensuring water quality equivalence of trades and avoiding hotspots;
- Communicating among buyers and sellers;
- Tracking trades;
- Managing risk among parties to trades; and
- Providing information to the public and other stakeholders.

Due Date: March 28, 2007

- 2.3.3 Submit three market design options, with evaluation of their advantages and disadvantages, to PAC for review and seek PAC endorsement of a preferred option.

Due Date: April 25, 2007

- 2.3.4 Following PAC endorsement, submit preferred option to Pathway 2007 process for consideration and for inclusion in Regional Plan as appropriate. Submittal to Pathway 2007 shall include a presentation at a Pathway 2007 Forum meeting as appropriate. Subsequent tasks will be conducted following Pathway 2007 review and in consideration of any recommendations made.

Due Date: May 30, 2007

- 2.4 Create units of trade and define appropriate trading areas. Units of trade shall be based on new and existing pollutant reduction opportunities. A unit of trade shall be defined as the expected nutrient and fine sediment load reduction, project-by-project and basin-wide, that BMPs and other measures potentially subject to trading can achieve. Contractor shall coordinate with work currently being developed by the US Army Corps of Engineers), Sacramento District, Northwest Hydraulic Consultants, and GeoSyntech, and with the contractor developing load reduction estimation methodologies pursuant to Task 1.6.4 above, to develop methodologies to estimate the amount of pollutant load reduction that can be expected from the implementation of tradable pollutant control measures.

Due Date: June 27, 2007

- 2.5 Establish pre- and post-TMDL baseline conditions under which load reduction trading can occur.

Due Date: July 25, 2007

- 2.6 Evaluate and propose protocols and a process to credit, bank or transfer pollutant load reductions among various land owners and jurisdictions.

Due Date: August 22, 2007

- 2.7 Evaluate potential for establishing, and propose, trading ratios for different pollutant types. Particular attention shall be directed to establishing relationships between air- and water-borne pollutant loads, and between projects, programs, and approaches to reduce loading from each of these media that take into account their effectiveness, equivalence, ability to be monitored/tracked, and indirect/ancillary benefits and costs.

Due Date: August 22, 2007

- 2.8 Evaluate BMP maintenance as a means by which pollutant loading can be further reduced and project lifespan and viability can be extended, and, if feasible, develop a system where credits for maintenance can be quantified and used for WQT.

Due Date: August 22, 2007

- 2.9 Evaluate the opportunity to develop, and propose, trading system elements that provide individual homeowners and businesses economic or other incentives for additional BMP implementation.

Due Date: August 22, 2007

- 2.10 Develop a computerized tracking system within the Tahoe Integrated Information Management System (TIIMS) framework to maintain a real-time database on trading status and progress. TIIMS is a web based information source for natural resource management information in the Tahoe Basin (see: <http://www.tiims.org/>).

Due Date: August 22, 2007



- 2.11 Monitoring Plan – Design a field monitoring approach to evaluate the WQT system and address the following questions: are projects meeting their load reduction crediting expectations, are the units of trade performing as expected, and/or is the WQT system achieving the desired outcomes? If these outcomes are not being achieved, recommend a process to propose, evaluate, and implement improvements to the WQT system as appropriate.  
Due Date: August 22, 2007
- 2.12 Propose at least three options for determination of various trading areas, including, by jurisdiction, by watershed, by TRPA plan area, by source location, and/or others. Provide analysis, including advantages and disadvantages, of each option, and recommendations for stakeholder consideration and input.  
Due Date: August 22, 2007
- 2.13 Review and evaluate other considerations and necessary components of a WQT system not specifically listed here that are/may be critical to determining the feasibility of WQT in Lake Tahoe Basin.  
Due Date: August 22, 2007
- 2.14 Present Draft Report to Pathway 2007 Forum meeting.  
Due Date: September 26, 2007

### Project Products

Draft and final report describing development of the trading program and process, including guidelines and administrative recommendations. Products of this study and contents of the report are expected to include:

- A report on the feasibility and components of a water quality trading system in the Lake Tahoe Basin.
- If determined to be feasible – development of a trading system including a Trading Manual that outlines the system developed and all necessary components for successful implementation. If determined to be infeasible – a detailed report expanding on factors influencing feasibility and what steps would need to be taken to address identified limitations.
- If a trading system is determined to be feasible – development of a tracking system for trading as well as a system to monitor compliance with trading expectations and attainment of water quality objectives.
- If a trading system is determined to be feasible – development of a monitoring plan, with recommended process for modifying the trading system based upon monitoring results.
- Establishment of a stakeholder working group/Project Advisory Committee to help evaluate a water quality trading system.
- Final report should include and address comments from TMDL Planning Team, PAC, and Pathway 2007 Forum

Draft Report Due Date: September 12, 2007

Final Report Due Date: October 25, 2007

### 3. Project Management, Administration, Coordination, and Public Participation:

The tasks below are applicable to both projects 1 and 2 contained in this RFP. Proposals submitted shall include these tasks and state how the Proposer will achieve them.

- 3.1 Project Oversight: Provide all technical and administrative services as needed for contract completion; monitor, supervise and review all work performed; and coordinate budgeting and scheduling to assure that the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 3.2 Quarterly Reports and Invoicing: Ensure that the contract requirements are met through completion of quarterly status reports submitted to the Regional Board Project Representative by the 1<sup>st</sup> [per Tina Yin comment] of the month following the end of the calendar quarter (March, June, September, and December) and through regular communication with the Regional Board Project Representative. The quarterly progress reports shall describe activities undertaken and accomplishments of each task during the period in question, milestones achieved, and any problems encountered in the performance of the

work under this contract. The description of activities and accomplishments of each task during the period in question shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task completed for the purpose of calculating invoice amounts.

- 3.3 Participation in a large public process to conduct projects 1 and 2 above and development of task products. This participation will involve the collection and application of stakeholder input, presentations on progress and methods, development of outreach and educational materials such as pamphlets, brochures, articles, and presentation summaries, as well as attendance at numerous public process meetings. It is anticipated that numerous technical meetings and six public meetings within Lake Tahoe Basin will need to be attended over the term of this scope, of which an estimated four meetings on the IWQMS project and two meetings on the WQT Feasibility Study project will be with the Pathway 2007 Forum.
- 3.4 Contractor will coordinate with ongoing research and projects initiated under both Phases of TMDL development. The work products developed under this scope are expected to be integrated and/or consistent with work products resulting from both phases of TMDL development. This will involve close coordination with TMDL project staff and contractors to assure consistency between efforts.
- 3.5 Project Data Management: Final Reports shall be formatted in such a way that said information can be downloaded to the Tahoe Integrated Information Management System (TIIMS) within a reasonable time of their completion or upon the request of the LRWQCB Project Representative. TIIMS is a web based information source for natural resource management information in the Tahoe Basin (see: <http://www.tiims.org/>).

#### Project Product

The proposal shall describe how the following products will be provided:

- Quarterly progress reports linked with quarterly invoicing.
- Development of outreach and educational materials such as pamphlets, brochures, articles and presentation summaries.
- Participation in public process and attendance at a minimum of forty stakeholder meetings in Lake Tahoe Basin.
- Presentations at a minimum of six public meetings, e.g. Pathway Forum, local planning groups, etc.
- Coordination and consistency with work products resulting from both phases of TMDL development.
- Reports and outreach material formatted so as to be accessible on TIIMS.

**Budget Detail and Payment Provisions**

- 1. Invoicing and Payment**
- 2. Budget Contingency Clause**
- 3. Payment Clause**
- 4. Subcontracting**
- 5. Consultant (Staff Expenses)**

**This page is a place holder for Exhibit C.**

The State's General Terms and Conditions (GTC 304) can only be viewed or downloaded from the following Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

The General Terms and Conditions are modified from time to time by the California Department of General Services to comply with changes to federal or state law and the version that applies to the resulting agreement is determined based on the contract start date. CRWQCB reserves the right to place into the resulting agreement a more current GTC version, when applicable.

If your firm does not have Internet access, please contact the program identified in the RFP cover letter to request a hard or paper copy of the General Term and Conditions.

## (Standard Agreement)

**SPECIAL TERMS AND CONDITIONS**

1. **DISPUTES:** Any dispute arising under or relating to the terms of this Agreement, or related to performance hereunder, which is not disposed of by Agreement shall be decided by the SWRCB's Project Representative, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the SWRCB's Project Representative shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State's Executive Director. The decision of the State's Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the SWRCB's Project Representative unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment, and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **RIGHTS IN DATA:** The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)
3. **UTILIZATION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS:** In accordance with Public Contract Code Section 10115 et seq., the Contractor must meet or exceed the participation goals of not less than 3 percent for disabled veteran business enterprises (DVBE) or make a good faith effort to meet these goals.

The Contractor agrees to use the DVBE subcontractors or suppliers originally identified by the Contractor unless the Contractor requests substitution in writing beforehand to the SWRCB's Project Representative and the SWRCB's Project Representative has approved such substitution. At a minimum, the request must include:

- a. A written explanation of the reason for the substitution; and
- b. The identity of the person or firm substituted.

The request and the SWRCB's Project Representative's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to substitution of subcontractors.

Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

4. **EVALUATION OF CONTRACTOR:** Within sixty (60) days after the completion of this Agreement, the SWRCB's Project Representative shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department

of General Services, Office of Legal Services, within five working days of completion of the evaluation. (SCM 3.2 et seq, PCC 10369)

5. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.

The Contractor shall include in each of its subcontracts for work under this Agreement a provision, which incorporates the requirements stated within this Section. (Gov. Code 7550, 40 CFR 31.20)

6. **PERMITS, SUBCONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCB's Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the SWRCB's Project Representative.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

7. **NOVATION:** If the Contractor proposes any novation Agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days. No novation shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Agreement amendment, which has been approved in accordance with all applicable State policy, laws and procedures.
8. **PRIORITY HIRING CONSIDERATIONS:** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the California Welfare and Institutions Code in accordance with Article 3.9 (commencing with Section 11349) of Chapter 2 of Part 3 of Division 9 of the Welfare and Institution Code. (PCC 10353 W&I 11200, 11349, 2CCR, 1896.30 SCM 5.3)
9. **CONTRACT MODIFICATIONS:** The State Water Board may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification", make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. In no event can the contract modification have any impact on the budget specified in Exhibit B. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification", submit to the State Water Board a written statement setting forth the disagreement with the change.
10. **TERMINATION:** The State Water Board may terminate performance of work under this Agreement upon 30 days written notice.

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- a. Stop work on the date specified in the notice;
- b. Place no further orders or enter into any further subcontracts for materials, services or facilities, except as necessary to complete work under the Agreement up to effective date of termination;
- c. Terminate all orders and subcontracts;
- d. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
- e. Deliver or make available to the State Water Board all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplied, and expenses incurred pursuant to this Agreement prior to the effective date of termination. (PCC 10253, G.C. 11010.5, 40 CFR 31.36)

11. COMPUTER SOFTWARE: Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.